

RECORDING REQUESTED BY:

DOC # 2001-235687

000000 05/29/2001

County of Riverside  
Sheriff's Department  
4095 Lemon Street  
Riverside, California 92501

0000 Conformed Copy

100 Has not been compared with original

Gary L Orso

00 County of Riverside  
Assessor, County Clerk & Recorder

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WHEN RECORDED, MAIL TO:

California Environmental Protection Agency  
Department of Toxic Substances Control  
Office of Military Facilities  
5796 Corporate Avenue  
Cypress, California 90630  
Attention: Mr. John E. Scandura, Chief  
Southern California Branch

COVENANT  
TO RESTRICT USE OF PROPERTY  
ENVIRONMENTAL RESTRICTION  
PARCEL H-1A  
formerly known as  
MARCH AIR FORCE BASE  
RIVERSIDE COUNTY, CALIFORNIA 92518-1504

This Covenant and Agreement ("Covenant") is made by and between the County of Riverside Sheriff's Department (the "Covenantor"), which will be owner upon transfer of property to be restricted herein, situated within the former March Air Force Base, County of Riverside, State of California, and by the Department of Toxic Substances Control (DTSC) (the "Covenantee"). Pursuant to Civil Code section 1471(c) and California Health and Safety Code ("H&SC") section 25355.5, DTSC has determined that this Covenant is reasonably necessary to protect present or future

5/22/2001  
3.34

human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in H&SC section 25260. The Covenantor and the Department, collectively referred to as the "Parties", hereby agree that the use of the Property be restricted as set forth in this Covenant.

ARTICLE I  
STATEMENT OF FACTS

1.01. Location. The location of Parcel H-1A, Building 3404, is more particularly described and depicted in Exhibit "A", Land Use Parcel at March AFB, attached hereto and incorporated herein by this reference. The Property is located in the area now generally North of Nandina Avenue and East of Barton Street, County of Riverside, State of California. This Parcel is more specifically described as a portion of land lying in Section 26, Township 3 South, Range 4 West, County Assessor's Parcel No.(s):0000028-002.

1.02. Building 3404. Building 3404, also known as the heating facility, was constructed in 1953 and has an area of approximately 1800 square feet. It contains a transformer room, an air conditioning room, a boiler room, and a sump area. Environmental contaminants, specifically Polychlorinated Biphenyls (PCBs), leaked from the transformers to the sump area inside the transformer room, and spread to the adjoining air conditioning room, boiler room, and to surface soils surrounding Building 3404. The footprint of Building 3404 of the Property is depicted in Exhibit "B", Legal Description and Site Map of Parcel H-1A, and Exhibit "C", Building 3404 Floor Plan, which are attached and incorporated by this reference. The "Encapsulated Surface" is located in the floor and sump areas of Building 3404, more particularly described as being within County Assessor's Parcel No.(s) 0000028-002, commencing at aftermentioned point "A"; thence North 00 degrees 53 minutes 27 seconds East, a

distance of 114.32 feet; thence North 89 degrees 06 minutes 33 seconds West, a distance of 40.65 feet to the true point of beginning of said Building 3404; thence North 44 degrees 20 minutes 00 seconds West, a distance of 32 feet; thence South 45 degrees 40 minutes 00 seconds West, a distance of 79 feet; thence South 44 degrees 20 minutes 00 seconds East, a distance of 32 feet; thence North 45 degrees 40 minutes 00 seconds East, a distance of 79 feet to the true point of beginning of Building 3404, as depicted in Exhibit "B".

1.03. Environmental Remediation. The Property is located on a portion of Installation Restoration Site 42, which is currently undergoing remediation by the United States Air Force (USAF) pursuant to the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) (42 USC), pursuant to the Toxic Substances Control Act (TSCA)(15 USC), and pursuant to a Remedial Workplan developed in accordance with Chapter 6.8 of Division 20 of the H&SC under the oversight of DTSC. The Remedial Workplan provides that a deed restriction be required as part of the site remediation, because Polychlorinated Biphenyls, which are hazardous substances as defined in H&SC section 25316, and hazardous materials as defined in H&SC section 25260, remain embedded in the concrete floor surface and sump of the Property. The USAF circulated the Remedial Workplan, which includes a Final Health Risk Assessment, for public review and comment. The Remedial Workplan was approved by the Department on October 12, 1999, pursuant to which the concrete floor and sump surface of Building 3404 was encapsulated by the USAF with three coats of enamel paint. The first coat was a base, the second coat was a bright color and the third coat was a dark color. Maintenance of the encapsulating layer is performed by reapplication of the dark color paint when the brighter colored layer below becomes exposed, and will be conducted following property transfer by the County of Riverside.

1.04. Residual Contamination. As detailed in the Final Workplan and sample results for Building 3404, also known as the *Basewide Remedial Investigation, Feasibility Study and Treatability Study* (dated September 22, 1999 and approved by the Department on October 12, 1999), specified surface or sump areas in Building 3404 contain hazardous substances, as defined in H&SC section 25316, i.e., polychlorinated biphenyls, at concentrations within the building ranging from non-detection levels to a maximum of 46 micrograms per wipe sample (ug/wipe). Based on definition from Title 40, Code of Federal Regulations (CFR) 761, Subpart G Parts 120-139, DTSC concluded that use of the Property as a residence, hospital, school for persons under the age of 21, or day care center would constitute an unacceptable health risk to humans. DTSC further concluded that the Property, as remediated and subject to the restrictions of this Covenant, does not present an unacceptable threat to human safety or the environment, if limited to non-residential uses as specified in Article IV of this covenant.

## ARTICLE II DEFINITIONS

2.01. Encapsulated Surface "Encapsulated Surface" means the area of Building 3404 where environmental risk has been abated by sealing in PCB contaminants under three coats of enamel paint, e.g., a base coat, a bright color coat, and a dark color coat.

2.02. DTSC. "DTSC" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.03. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

2.04. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.05. The Property. The "Property" means the transformer room, air conditioning room, boiler room in Building 3404, and adjacent sump area, more particularly described in Exhibits "B" and "C".

### ARTICLE III GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every restriction: (a) runs with the land pursuant to H&SC section 25355.5(a)(1)(C) and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property; (C) is for the benefit of and is enforceable by DTSC; and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to H&SC section 25355.5(a)(1)(C), this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471(b), all successive owners of the Property are expressly bound hereby for the benefit of DTSC.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease or sublease of the Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee notice in writing that hazardous substances are located on or beneath the Property, as required by H&SC section 25359.7.

3.04. Physical Marker on Site. The owner agrees to erect within 90 days of recording of this covenant a physical marker on the site which gives notice of the presence of hazardous substances on the property and which gives direction as to where one can go to obtain further information.

3.05. Incorporation into Deeds and Leases. The restrictions set forth herein shall be incorporated by reference in each and all deeds and leases for any portion of the Property.

3.06. Conveyance of Property. The Owner shall provide notice to DTSC not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). DTSC shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

ARTICLE IV  
RESTRICTIONS

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4.01. Prohibited Uses. The Property shall not be used for any of the following purposes:

- (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.
- (b) A hospital for humans.
- (c) A public or private school for persons under 21 years of age.
- (d) A day care center for children.
- (e) Any permanently occupied human habitation other than those used for industrial purposes.

4.02. Surface Management

- (a) No activities at Building 3404 that will disturb the encapsulated building floor surface (e.g., cleaning by application of any liquid that may impact the painted surface, or sandblasting of the floor surface) shall be allowed on the Property without implementation of a Management Plan and a Health and Safety Plan, to be submitted with written notice at least thirty (30) days prior to planned activities to DTSC for review, and modified as required to obtain DTSC approval prior to implementation.
- (b) The Owner shall provide DTSC with written notice at least fourteen (14) days prior to any change in building use. If Building 3404 use changes, additional measures may be required to reduce exposure risks to building workers. In the event that Building 3404 is ever intended to be demolished in the future, additional measures for

construction worker protection, and disposal of demolition waste  
will be required.

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#### 4.03. Non-Interference with Encapsulated Surface

Covenantor agrees:

- (a) Activities that may disturb the Encapsulated Surface shall not be permitted on the Property without prior review and approval by DTSC.
- (b) All uses and development of the Property shall preserve the integrity of the Encapsulated Surface.
- (c) The Encapsulated Surface shall not be altered without written approval by DTSC.
- (d) Covenantor shall keep a record of each of the following: (i) the type, cause, location and date of any damage to the Encapsulated Surface and (ii) the type and date of repair of such damage.

4.04. Access for DTSC. DTSC shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by DTSC in order to protect the public health or safety, or the environment.

4.05. Inspection and Maintenance of Encapsulated Surface. The Encapsulated Surface shall be inspected at least once each calendar year to evaluate wear of the dark color paint surface, or exposure of the brighter colored layer beneath the dark color. Per agreement between the USAF and the Riverside County Sheriff's Department prior to transfer of the Property, the County of Riverside shall conduct such inspections, and



shall continue to maintain the Encapsulated Surface by reapplication of the dark color paint as necessary to prevent release of PCB contaminants to the environment. Results of each such inspection shall be documented in writing and filed, with each inspection report to be available for DTSC review for a period of at least five years following the date of each inspection. The County of Riverside shall have reasonable right of entry and access to the Property for the purpose of implementing the Inspection and Maintenance activities until DTSC determines that no further Inspection and Maintenance is required. In event of transfer of ownership to another entity, provisions shall be made at time of transfer for ongoing inspection and maintenance of the Encapsulated Surface, with ongoing availability of inspection reports for review by DTSC, so long as this Covenant remains in effect.

#### ARTICLE V ENFORCEMENT

5.01. Enforcement. Failure of the Covenantor, Owner or Occupant to comply with any of the restrictions specifically applicable to it shall be grounds for DTSC to require that the Covenantor or Owner modify or remove any improvements ("Improvements" herein shall mean all buildings, roads, driveways, and paved parking areas) constructed or placed upon any portion of the Property in violation of the restrictions. Violation of this Covenant shall be grounds for DTSC to file civil or criminal actions as provided by law.

## ARTICLE VI

### VARIANCE, TERMINATION, AND TERM

6.01. Variance. Covenantor, or any other aggrieved person, may apply to DTSC for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&SC section 25233.

6.02. Termination. Covenantor, or any other aggrieved person, may apply to DTSC for a termination of the restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&SC section 25234.

6.03. Term. Unless ended in accordance with the Termination paragraph above, by law, or by DTSC in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

## ARTICLE VII

### MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. DTSC References. All references to DTSC include successor agencies/departments or other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Riverside within thirty (30) days of the

Covenantor's receipt of a fully executed original instrument, pursuant to H&SC section 25220(d).

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7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: County of Riverside  
Sheriff's Department  
4095 Lemon Street  
Riverside, California 92501

To DTSC: Mr. John E. Scandura, Chief  
Southern California Branch  
Office of Military Facilities  
Department of Toxic Substances Control  
5796 Corporate Avenue  
Cypress, California 90630

Either party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05. Partial Invalidity. If any portion of the restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

~~7.06. Statutory References. All statutory references include successor~~  
provisions.

7.07. Public Information. All information and documentation pertaining to this covenant, and any additional relevant future information, shall be stored and maintained at DTSC's Regional Office. Such information and documentation shall collectively be known as the "Repository". All stored information concerning this restricted Property in the Repository is public record.

7.08. Effective Date and Representative Authority. This Hazardous Waste Covenant will become effective following signatures of both parties, following the date and recordation of acquisition of the Property by the Covenantor. The undersigned representative of each party certifies that he or she is fully authorized to enter into the terms and conditions of this Covenant and to execute and legally bind that party to this Covenant.

IN WITNESS WHEREOF, the Parties execute this Covenant.

COVENANTOR: County of Riverside

By: 

Title: Chairperson of the Board of Supervisors

Date: 5-22-2001

FORM APPROVED  
COUNTY COUNSEL

OCT 03 2000

BY 

COVENANTEE: Department of Toxic Substances Control

By: 

Title: John E. Scandura, Chief  
Southern California Branch  
Office of Military Facilities

Date: May 3, 2000

GERALD A. MALONEY  
CLERK of the BOARD OF SUPERVISORS  
County of Riverside, State of California

ATTEST:

GERALD A. MALONEY, Clerk

By: 

DEPUTY

STATE OF CALIFORNIA )

COUNTY OF ORANGE )

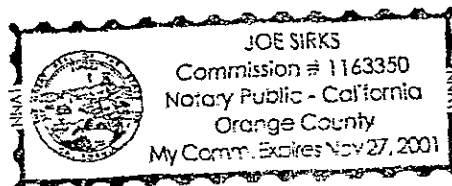
On this 3 day of MAY, in the year 2000,

before me JOE SIRKS, personally appeared

JOHN SCANDURA

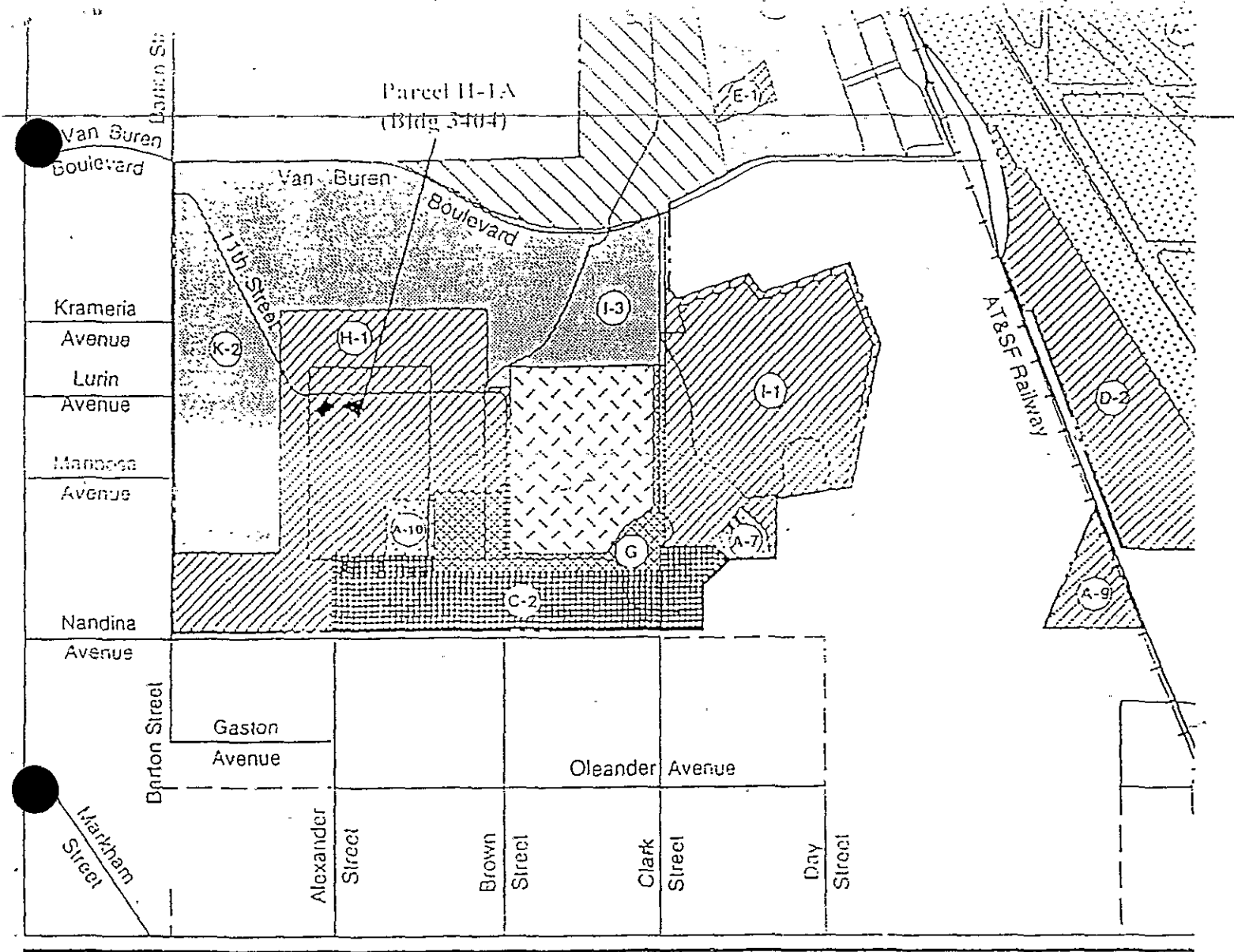
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is /are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies); and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature Joe Sirks

EXHIBIT "A"



## Land Use Parcels March AFB

Parcel H-1A



RIVERSIDE COUNTY SHERIFF PARCEL

PARCEL NO. 0000028-002

EXHIBIT "A"

(CONTINUED)

THENCE N. 89°06'33" W., A DISTANCE OF 40.65 FEET TO THE TRUE POINT OF BEGINNING OF SAID BUILDING 3404;

THENCE N. 44°20'00" W., A DISTANCE OF 32.00 FEET;

THENCE S. 45°40'00" W., A DISTANCE OF 79.00 FEET;

THENCE S. 44°20'00" E., A DISTANCE OF 32.00 FEET;

THENCE N. 45°40'00" E., A DISTANCE OF 79.00 FEET TO THE TRUE POINT OF BEGINNING OF BUILDING 3404;

PARCEL NUMBER 0000028-002 CONTAINS 31,820 SQUARE FEET, OR 0.730 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000072279 TO OBTAIN GROUND DISTANCES.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: *K. Teich*

DATE: 11-18-99

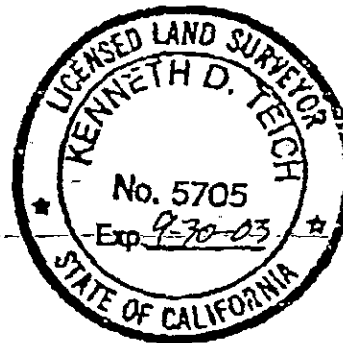


EXHIBIT "B"

ALL DISTANCES SHOWN ARE GRID  
DISTANCES UNLESS SPECIFIED  
OTHERWISE. GROUND DISTANCES  
MAY BE OBTAINED BY MULTIPLYING  
GRID DISTANCES BY A COMBINATION  
FACTOR OF 1.000072279.

SEE DETAIL "A"  
(ON SHEET 2)

SECTION 28

T. 35., R. 4W., S. 3M.

31,820 SQ. FT.  
.730 AC.

PARCEL  
0000028-002

T.P.O.B.  
POINT "A"

RIVERSIDE COUNTY  
SHERIFF'S PARCEL

ANTENNA  
FARM

S 89-02-21 E - 745.33'

1637.31'  
S 89-02-21 E

RIVERSIDE COUNTY  
SHERIFF'S PARCEL

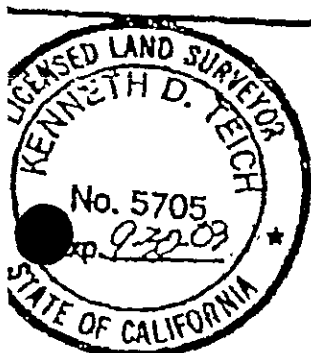
SECTION 33  
T. 35., R. 4W., S. 3M.

C/L NANDINA  
AVENUE  
C/L INT. ALEXANDER ST.  
CTR. SEC. 33

P.O.C.  
(NE COR., SE 1/4,  
SEC. 33)

C/L BROWN ST.

WEST  
VILLAGE  
AIR FORCE



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: MARCH AIR BASE CONVERSION

THIS PLAT IS AN AID IN LOCATING THE PARCELS DESCRIBED IN THE PRECEDING  
DOCUMENT. ALL PRIVATE CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY: *[Signature]* DATE: 11-18-99

PAR. NO.: 0000028-002

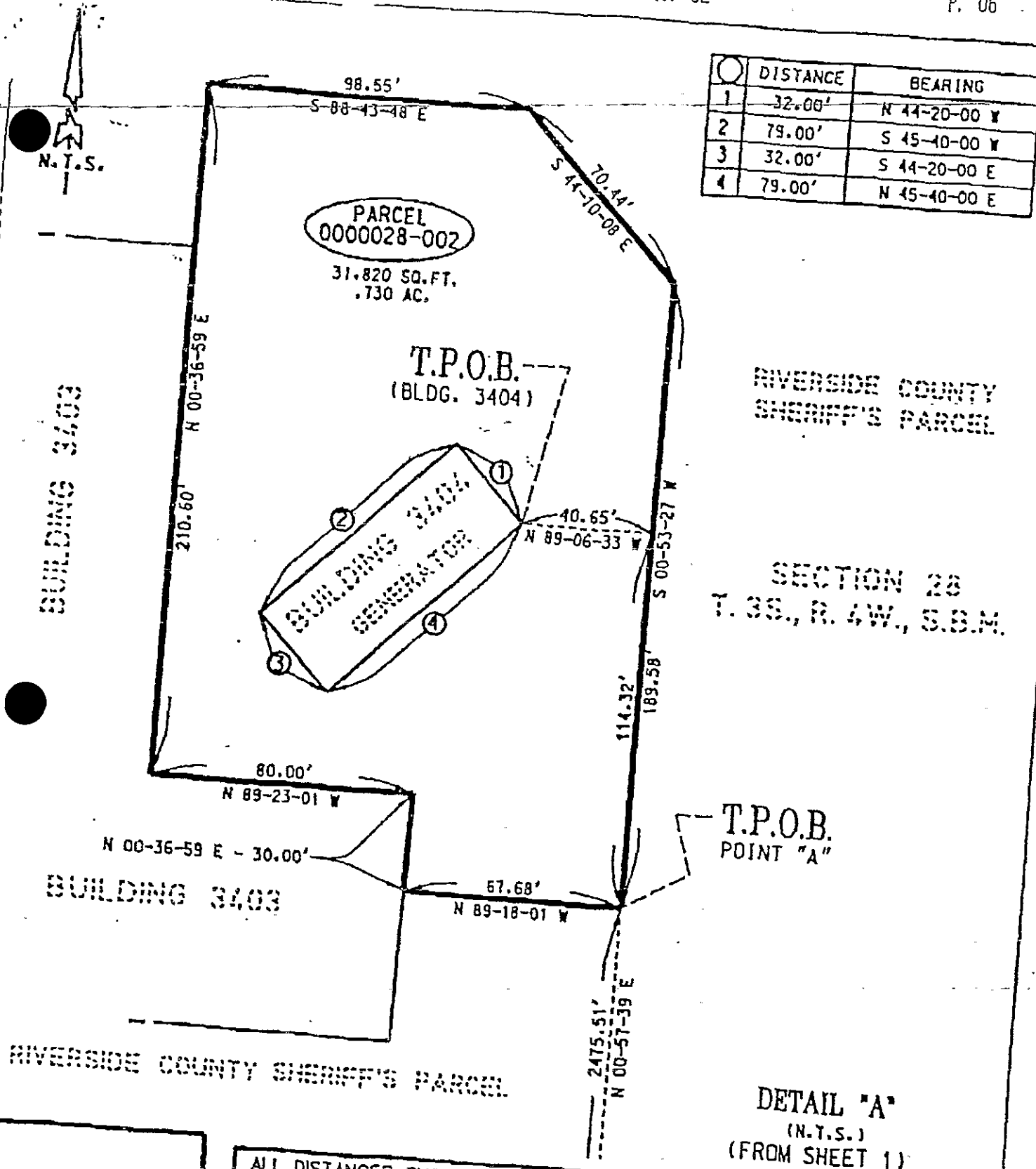
PREPARED BY: DDD

SCALE: N.T.S.

DATE: NOVEMBER, 1999

W.O. NO.: 0000028

SHEET 1 OF 2 SHEETS



ALL DISTANCES SHOWN ARE GRID DISTANCES UNLESS SPECIFIED OTHERWISE. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION FACTOR OF 1.000072279.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT, SURVEY DIV.

PROJECT: MARCH AIR BASE CONVERSION

THIS PLAN IS AN AID IN LOCATING THE PARCELS DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

PAR. NO.: 0000028-002

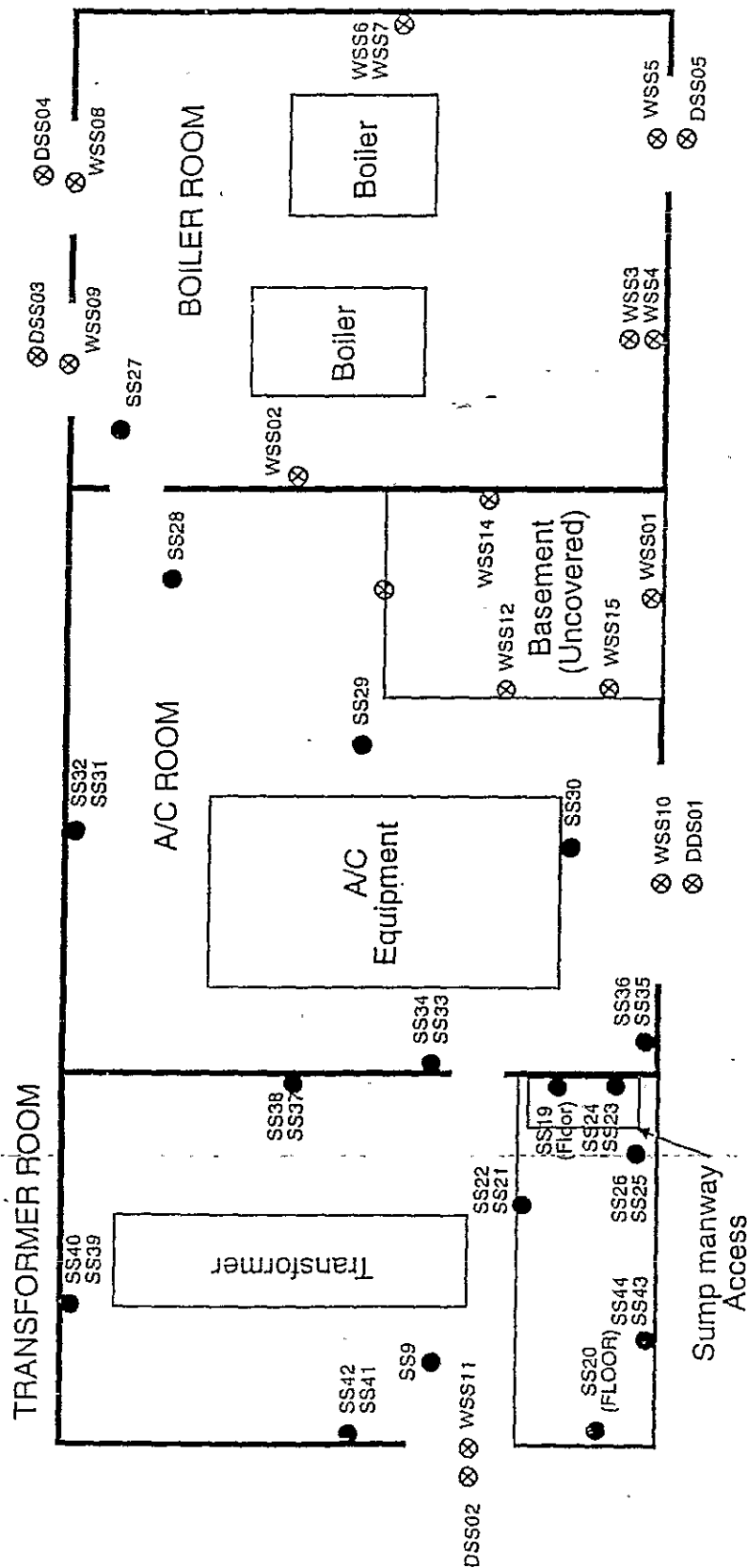
PREPARED BY: DOD

SCALE: N.T.S.

DATE: NOVEMBER, 1999

W.O. NO.: 0000028

EXHIBIT "C"



### LEGEND

- ⊗ Proposed interior PCB wipe sample locations
- Previous PCB wipe sample locations

### NOTES:

- 1.) All sampling locations are approximate.
- 2.) For wall samples SS4 AND SS7 sample was taken three feet above the floor.
- 3.) Basement wall samples SS12, SS13, SS14 and SS1 were collected 1 ft below the A/C equipment room floor.



E A R T H T E C H

March Air Reserve Base, Basewide R/FS

## Site 42 (Building 3404) Transformer Facility Wipe Sample Locations

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

902



FROM: Larry D. Smith, Sheriff-Coroner-PA SUBMITTAL DATE: May 22, 2001

SUBJECT: Deed Conveyance for Land Parcel at the Ben Clark Training Center

**RECOMMENDED MOTION:** Move that the Board of Supervisors approve and authorize the Chairman to execute a deed of conveyance accepting the real property in Parcel H-1A, Building 3404 in the area of the Ben Clark Public Safety Center (CTC) from the Federal government. In addition, as a condition of deed transfer, accept the Covenant with the Department of Toxic Substances Control (DTSC).

**BACKGROUND:** The Riverside County Sheriff's and Fire Department have operated a law enforcement and fire training center on property located at the March Air Force Base since October 1996. On December 21, 1999 (3.61), the Board approved the acceptance of this property from the Federal government. At the time of transfer, a section of the property, including Building 3404, an 1,800 square foot heating facility, was withheld because environmental contaminants, Polychlorinated (Continued on Page 2)

BR 01-053

Larry D. Smith by Gary Root  
Larry D. Smith Sheriff-Coroner-PA Gary Root Director, Environmental Health

William C. Katzenstein  
County Counsel

**FINANCIAL DATA:**

CURRENT YEAR COST: \$0

NET COUNTY COST: \$0

SOURCE OF FUNDS:

ANNUAL COST: \$0

IN CURRENT YEAR BUDGET: N/A

BUDGET ADJUSTMENT: YES NO X  
FOR FY 2000-01

C.E.O. RECOMMENDATION:

COUNTY EXECUTIVE OFFICER SIGNATURE

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Venable, Wilson and Mullen

Noes: None

Absent: None

Date: May 22, 2001

xc: Sheriff-Coroner-PA, Co.Co., Auditor, HSA/Environ. Health,  
Facil.Mgmt., Recorder

Gerald A. Maloney

Clerk of the Board

By:

Deputy

Prev. Agn. Ref.

Dist.

AGENDA NO. 3.34

Policy  
Policy  
Consent  
Consent

Department Recommendation:  
Per Executive Officer:

Biphenyls (PCBs), leaked from transformers and spread to a sump area, the adjoining air conditioning room, boiler room and to surface soils surrounding Building 3404. The PCBs remain embedded in the building's concrete floor and sump surface. Pursuant to a Remedial Workplan, developed under the oversight of the DTSC, the flooring has been encapsulated with three coats of enamel paint, a base coat, a coat of bright paint and a top coat of dark paint.

With this remedial work concluded, the Federal government is ready to deed this remaining land parcel to the County. As specified in a Covenant with the DTSC, that the County must accept as a condition of the property transfer, during the time the County owns the property, it agrees not to alter the building floor without written approval by DTSC. The County shall also keep a record of any damage to the floor and the type and date of repairs of the damage. In addition, the County agrees to maintain the encapsulated surface by reapplying the dark paint when the bright colored paint shows through. County Counsel has approved both the Quitclaim Deed and the Covenant as to form.

The County agrees to erect a marker giving notice of the presence of hazardous substances on the property, and agrees that the property will not be used for the following purposes:

- A residence
- A hospital for humans
- A public or private school for persons under 21 years of age
- A day care center for children
- Any permanently occupied human habitation other than those used for industrial purposes

Based on the Department's assurance that the building, in its present form, will never be used for any purpose other than to house generators and heating/ac units, the County Department of Environmental Health and County Counsel support this property transfer and deem any resulting liability (including that which may be encountered from industrial site-related incidents) as manageable. It is highly unlikely that the Sheriff's Department will ever totally remove this building. Further the Department has no future plans to disrupt the surrounding soil. However, if this occurs, and if contaminated soil is encountered, Earthtech, the San Antonio company that cleaned up the building and sealed the floor, has provided a quote of \$59,200 for soil testing and removal.



000000 05/29/2001

Recording Requested by,  
And when recorded mail to: STOP 1010

0000 Conformed Copy

100 Has not been compared with original

County of Riverside Clerk of the Board  
Administration Center  
4080 Lemon Street, 14<sup>th</sup> Floor  
Riverside, California 92501-3651Gary L Orso  
00 County of Riverside  
Assessor, County Clerk & RecorderExempt from Documentary Transfer Tax  
Rev. & Tax. Code §11922QUITCLAIM DEED

## I. PARTIES

THIS DEED is made and entered into this 31<sup>st</sup> day of August, 2000 by and between the UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder, and the Federal Property and Administrative Services Act of 1949 (63 Stat. 377, 40 U.S.C. 471, et seq.), as amended, and rules, orders, and regulations issued pursuant thereto, for and in consideration of the policy expressed in Sec. 701 of Pub. L. No. 98-473 (40 U.S.C. § 484(p)) (the "Grantor"), and the County of Riverside, a political subdivision of the State of California (the "Grantee"). (When used in this Quitclaim Deed, unless the context specifies otherwise, "Grantor" shall include the successors and assigns of the Grantor, and "Grantee" shall include the successors and assigns of the Grantee.)

## II. CONSIDERATION AND CONVEYANCE

FOR VALUABLE CONSIDERATION of the sum of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, and in consideration of the use and maintenance of the hereinafter described premises for law enforcement and emergency management response, the Grantor does hereby release and forever quitclaim to the Grantee all that real property situated in County of Riverside, State of California, described as follows:

A portion of land lying in Section 28, Township 3 South, Range 4 West, S.B.M., being more particularly described as follows:

COMMENCING at the northeast corner of the southeast one-quarter of Section 33, Township 3 South, Range 4 West, S.B.M., said point also being the centerline intersection of Nandina Avenue (60.00 feet wide) and Brown Street (60.00 feet wide) as shown on subdivision map of Upton Acres Number 2, filed in Book 14, page 14, of Maps, Records of the Recorder of Riverside County, California;

5/22/2001  
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thence along said centerline of Nandina Avenue, N. 89°42'58" W., a distance of 2662.74 feet to the centerline intersection of said Nandina Avenue and Alexander Street (60.00 feet wide); thence N. 00°57'39" E., a distance of 1447.44 feet; thence S. 89°02'21" E., a distance of 745.33 feet; thence N. 00°57'39" E., a distance of 2475.51 feet; thence N. 00°53'27" E., a distance of 114.32 feet; thence N. 89°06'33" W., a distance of 40.65 feet to the TRUE POINT OF BEGINNING; thence N. 44°20'00" W., a distance of 32.00 feet; thence S. 45°40'00" W., a distance of 79.00 feet; thence S. 44°20'00" E., a distance of 32.00 feet; thence N. 45°40'00" E., a distance of 79.00 feet to the TRUE POINT OF BEGINNING.

Containing 2,528 square feet, or 0.058 acres, more or less.

The bearing and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply the distances shown by 1.000072279 to obtain ground distances.

### III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected thereon, and all and singular the tenements, hereditaments, appurtenances, and improvements hereunto belonging, or in any wise appertaining (which, together with the real property above described, is called the "Property" in this Deed).

### IV. RESERVATIONS

A. RESERVING UNTO THE GRANTOR, including the United States Environmental Protection Agency ("EPA") and the State of California (the "State"), and its and their respective officials, agents, employees, contractors, and subcontractors, the right of access to the Property (including the right of access to, and use of, utilities at reasonable cost to the Grantor), for the following purposes, either on the Property or on adjoining lands, and for such other purposes consistent with the Installation Restoration Program ("IRP") of the Grantor or the Federal Facility Agreement ("FFA"), if applicable:

1. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings, and other activities related to the IRP or FFA, if applicable.
2. To inspect field activities of the Grantor and its contractors and subcontractors in implementing the IRP or the FFA, if applicable.
3. To conduct any test or survey required by the EPA or the State relating to the implementation of the IRP or FFA, if applicable, or environmental conditions on the Property, or to verify any data submitted to the EPA or the State by the Grantor relating to such conditions.

4. To conduct, operate, maintain, or undertake any other response, corrective, or remedial action as required or necessary under the IRP or the FFA, if applicable, or the covenant of the Grantor in Section VII.D. of this Deed, but not limited to, the installation of monitoring wells, pumping wells, and treatment facilities

## V. CONDITION

A. The Grantee agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances, whether or not of record.

B. The Grantee acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed, "as is," "where is," without any representation, promise, agreement, or warranty on the part of the Grantor regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs, or additions. The Grantee further acknowledges that the Grantor shall not be liable for any latent or patent defects in the Property, except to the extent required by applicable law.

## VI. COVENANTS

### A. Lead-Based Paint ("LBP").

1. The Property may include improvements that are presumed to contain LBP because they are thought to have been constructed prior to 1978. The Grantee hereby acknowledges the required disclosure in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d (Title X), of the presence of any known LBP and/or LBP hazards in target housing constructed prior to 1978. This disclosure includes the receipt of available records and reports pertaining to LBP and/or LBP hazards; receipt of the lead hazard information pamphlet; and inclusion of the 24 C.F.R. Part 35 Subpart H and 40 C.F.R. Part 745 Subpart F disclosure and lead warning language in the Title X Lead-Based Paint Disclosure Statement in the contract of sale.

2. The Grantee covenants and agrees that, in any improvements on the Property defined as target housing by Title X and constructed prior to 1978, LBP hazards will be disclosed to potential occupants in accordance with Title X before use of such improvements as a residential dwelling (as defined in Title X). Further, the Grantee covenants and agrees that LBP hazards in target housing constructed prior to 1960 will be abated in accordance with Title X before use and occupancy as a residential dwelling. "Target housing" means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six [6] years of age resides, or is expected to reside, in such housing) or any zero-bedroom dwelling.

3. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with Title X and all applicable Federal, State, and local laws relating to LBP. The Grantee acknowledges that the Grantor assumes no liability for damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with LBP on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

B. Asbestos-Containing Materials ("ACM").

The Grantee is warned that the Property may be improved with buildings, facilities, and equipment that may contain ACM. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable Federal, State, and local laws relating to asbestos. The Grantee acknowledges that the Grantor assumes no liability for damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

C. Non-Discrimination.

The Grantee covenants not to discriminate upon the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is on premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

D. Grantor Covenant.

1. Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9620(h)(3)), the following is notice of hazardous substances on the Property and the description of remedial action taken concerning the Property:

a. The Grantor has made a complete search of its files and records. Exhibit A, Part 1, contains a table with the name of hazardous substances stored for one year or more, or known to have been released or disposed of, on the Property; the quantity in kilograms and pounds of the hazardous substance stored for one year or more, or known to have been released, or disposed of, so, on the Property; and the date(s) that such storage, release, or disposal took place.

b. A description of the remedial actions taken on the Property regarding hazardous substances is contained in Exhibit A, Part 2.

2. The United States covenants and warrants that all remedial action necessary to protect human health and the environment with respect to hazardous substances remaining on the Property has been taken before the date of this Deed, and any additional remedial action found to be necessary after the date of this Deed for contamination on the Property existing prior to the date of this Deed shall be conducted by the United States. The foregoing covenant shall not apply in any case in which the grantee of the Property, or any part thereof, is a potentially responsible party with respect to the Property before the date on which any grantee acquired an interest in the Property, or is a potentially responsible party as a result of an act or omission affecting the Property.

E. Endangered Species.

The Grantee acknowledges that threatened or endangered species, as those terms are defined under the Federal Endangered Species Act of 1973, as amended (the "Act") are present on certain portions of the Property and acknowledges receiving a copy of the Disposal and Reuse of March Air Force Base Biological Opinion, dated November 9, 1999. The Grantee covenants and agrees to comply with the terms of the biological opinion, including, without limitation, the obligation to consult with the United States Fish and Wildlife Service as necessary in connection with the construction and development of new improvements on the Property and mitigation of impacts to habitat of the endangered Stephens' Kangaroo Rat according to the formula set out in the biological opinion.

F. Hazards to Air Navigation.

Prior to commencing any construction on, or alteration of, the Property, the Grantee covenants to comply with 14 C.F.R. Part 77 entitled "Objects Affecting Navigable Air Space," or under the authority of the Federal Aviation Act of 1958, as amended.

VII. MISCELLANEOUS/REVERTER AFFECTING THE PROPERTY

A. Each covenant of this Deed shall be deemed to "touch and concern the land" and shall "run with the land."

B. This conveyance is made and accepted on the condition that (1) the Property shall be used and maintained for law enforcement and emergency management response in perpetuity; and (2) the Property shall not be sold, leased, mortgaged, assigned, or otherwise disposed of, except to another local government agency for the same purposes with the prior consent of the Director of the Air Force Base Conversion Agency, or his successor in function. In the event of a breach of any such condition as to all or any portion or portions of the Property by the Grantee, its successors or assigns, regardless of the cause of the breach, all right, title, and interest in and to such portion or portions of the Property, in its then existing condition, including all improvements thereon, shall revert to and become the property of the United States of America at the option of and upon demand made in writing by the Director, Air Force Base Conversion Agency, or his successor in function. In such event, the United States of America shall have the

immediate right of entry upon said property, and the Grantee, its successors, and assigns, shall forfeit all right, title, and interest in said property and in any and all tenements, hereditaments, and appurtenances thereunto belonging, and shall take such action and execute such documents as may be necessary or required to evidence transfer of title to the United States of America. The failure of the Director, Air Force Base Conversion Agency, or his successor in function, to insist upon complete performance of the above conditions shall not be construed as a waiver or relinquishment of future performance thereof, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

#### VIII. LIST OF EXHIBITS

The following Exhibit is attached to and made a part of this Deed:

A. Notice of Hazardous Substances Released or Disposed of and Remedial Actions Taken on the Property.

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary of  
the Air Force, the day and year first above written.

UNITED STATES OF AMERICA

By: Joyce K. Frank  
Joyce K. Frank  
Deputy Director  
Air Force Base Conversion Agency

Certificate of Acknowledgment

Commonwealth of Virginia :

ss.

County of Arlington :

On August 31, 2000 before me, Bonnie Maria Harris, a Notary Public, personally appeared Joyce K. Frank, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the entity on behalf of which she acted executed the instrument.

Bonnie Maria Harris  
Notary Public

My commission expires on

Embossed Herein Is My  
Commonwealth of Virginia Notary Public Seal  
My Commission Expires October 31 2002  
BONNIE MARIA HARRIS

L.S.

Acceptance

The Grantee hereby accepts this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: May 22, 2000

(Grantee)

BY [Signature]

Attest:

ATTEST:

CERARD A. MALONEY, Clerk

BY [Signature]  
DEPUTY

FORM APPROVED  
COUNTY COUNSEL

OCT 03 2000

BY [Signature]

✓

Certificate of Grantee's Attorney

I, \_\_\_\_\_, acting as Attorney for the Grantee, do hereby certify that I have examined the foregoing Indenture and the proceedings taken by the Grantee relating thereto, and find that the acceptance thereof by the Grantee has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of California, and further, that, in my opinion, the Indenture constitutes a legal and binding compliance obligation of the Grantee in accordance with the terms thereof.

Dated at \_\_\_\_\_, California, this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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## Exhibit A to Quitclaim Deed

### Notice of Hazardous Substances Released or Disposed of

and

### Notice of Remedial Actions Taken on the Property

#### Part 1: Hazardous Substances.

Polychlorinated biphenyls (PCBs) were released in Building 3404 on an unknown date or dates, probably as a result of spills related to the electrical transformers in the building. (Ref. - Draft Site 42 Treatability Study Report, March AFB, p. 1 of 10). The concrete flooring in the building is contaminated with residual PCBs.

#### Part 2: Remedial Actions Taken.

To reduce the risk of exposure to PCBs, the concrete flooring in the building was encapsulated. Encapsulation was accomplished by painting the floor with a primer coat and two topcoats. The first topcoat is a bright color (white) and the second a dark color (gray). Maintenance of the encapsulation will be accomplished by application of another coat of dark colored paint whenever the light color paint becomes exposed. A land use restriction, limiting use of the building to industrial activities is required until the site is remediated to contaminant levels allowing unrestricted use. The Air Force has determined that under the Comprehensive Environmental Response, Compensation, and Liability Act, no further action is required at this site.

ALL DISTANCES SHOWN ARE GRID DISTANCES UNLESS SPECIFIED OTHERWISE. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION FACTOR OF 1.000072279.

SEE DETAIL "A"  
(ON SHEET 2)

SECTION 28

T. 35., R. 4W., S.B.M.

31,820 SQ. FT.  
.730 AC.

PARCEL  
0000028-002

T.P.O.B.  
POINT "A"

RIVERSIDE COUNTY  
SHERIFF'S PARCEL

ANTENNA  
FARM

RIVERSIDE COUNTY  
SHERIFF'S PARCEL

SECTION 33

T. 35., R. 4W., S.B.M.

S 89-02-21 E - 745.33'

1637.31'  
S 89-02-21 E

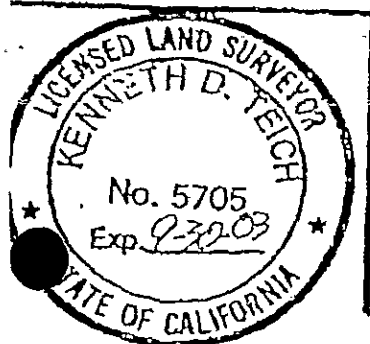
2665.45' N 89-41-53 W

C/L NANDINA

C/L INT. ALEXANDER ST.  
CTR. SEC. 33

2662.74' N 89-42-58 W

P.O.C.  
(NE COR., SE 1/4,  
SEC. 33)



COUNTY OF RIVERSIDE TRANSPORTATION DEPT, SURVEY DIV.

PROJECT: MARCH AIR BASE CONVERSION

THIS PLAN IS AN AID IN LOCATING THE PARCELS DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIVATE CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY: *K. Teich* DATE: 11-18-99

PAR. NO.: 0000028-002

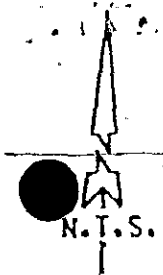
PREPARED BY: DDD

SCALE: HTS.

DATE: NOVEMBER, 1999

W.O. NO.: 0000028

SHEET 1 OF 2 SHEETS



	DISTANCE	BEARING
1	32.00'	N 44-20-00 W
2	79.00'	S 45-40-00 W
3	32.00'	S 44-20-00 E
4	79.00'	N 45-40-00 E

RIVERSIDE COUNTY  
SHERIFF'S PARCEL

SECTION 28  
T. 38S., R. 4W., S.B.M.

T.P.O.B.  
POINT "A"

DETAIL "A"  
(N.T.S.)  
(FROM SHEET 1)

ALL DISTANCES SHOWN ARE GRID DISTANCES UNLESS SPECIFIED OTHERWISE. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION FACTOR OF 1.000072279.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: MARCH AIR BASE CONVERSION

THIS PLAT IS AN AID IN LOCATING THE PARCELS DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

PAR. NO.: 0000028-002

PREPARED BY: DDD

SCALE: H.T.S.

DATE: NOVEMBER, 1999

W.O. NO.: 0000028

SHEET 2 OF 2 SHEETS

BUILDING 3403

BUILDING 3403

RIVERSIDE COUNTY SHERIFF'S PARCEL

